



GSA Office of Property Disposal

Auction
U. S. Government Property

Vacant Land

Site of Former U. S. Army Tacony Warehouse



Philadelphia, Pennsylvania

July 29, 2004

Invitation For Bids

Vacant Land

**Site of Former U. S. Army Tacony Warehouse
Milnor Street and Princeton Avenue
Philadelphia, Pennsylvania
4-D-PA-0798**

Public Auction:

Date:

Thursday, July 29th, 2004 at 10:00 AM

Auction Location:

Renaissance Philadelphia Hotel Airport
500 Stevens Drive
Philadelphia, Pennsylvania 19113

Bid Deposit:

\$100,000 in certified funds or cashier's check endorsable to the U.S. General Services Administration is required for bidding.

Terms:

All Cash, As Is. Balance due in 30 Days

Property Inspection:

GSA representatives will be on site:

Tuesday, July 13th, 2004 from 1:00 PM to 4:00 PM and
Wednesday, July 28th, 2004 from 1:00 PM to 4:00 PM

Property Description:

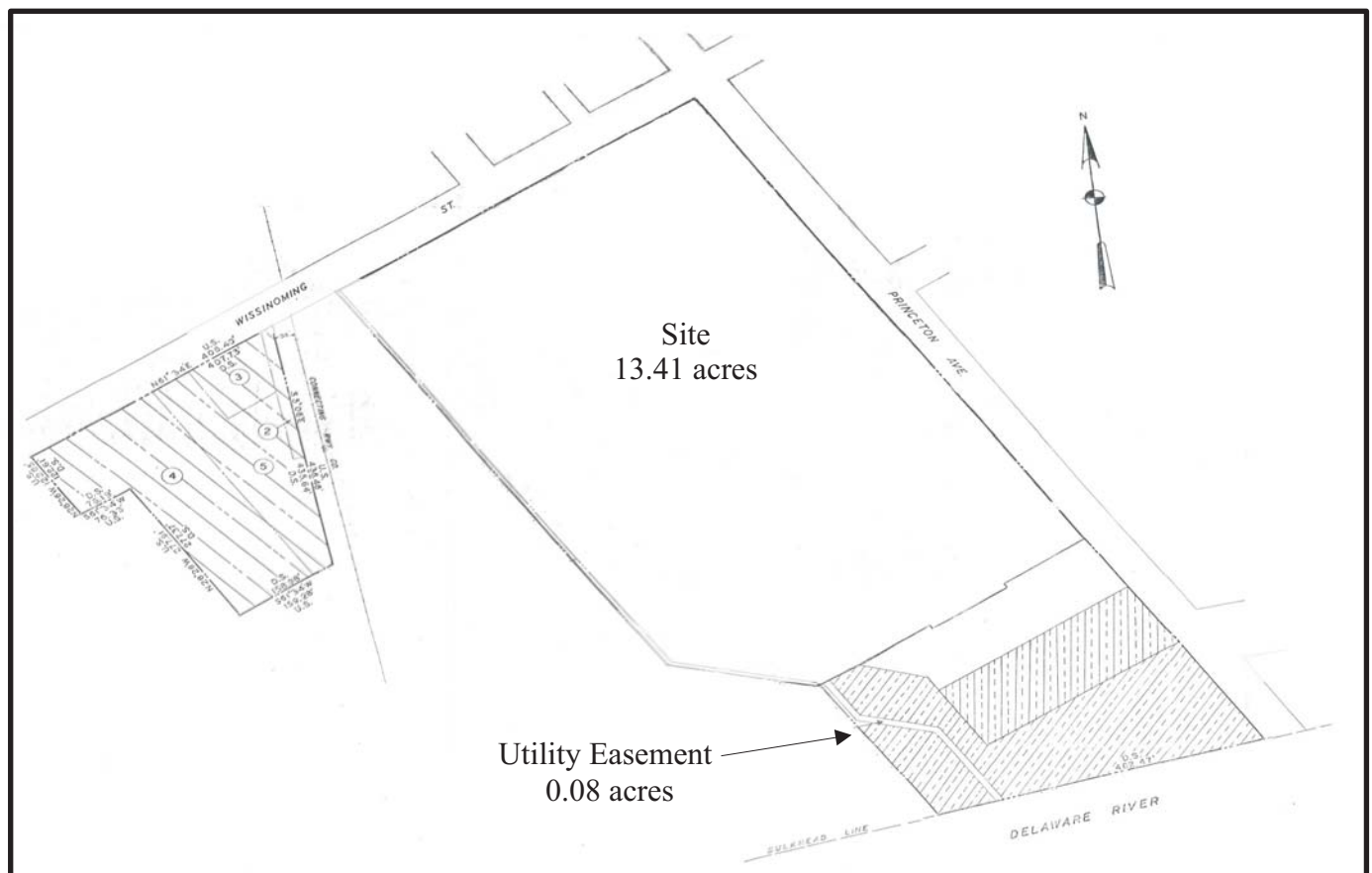
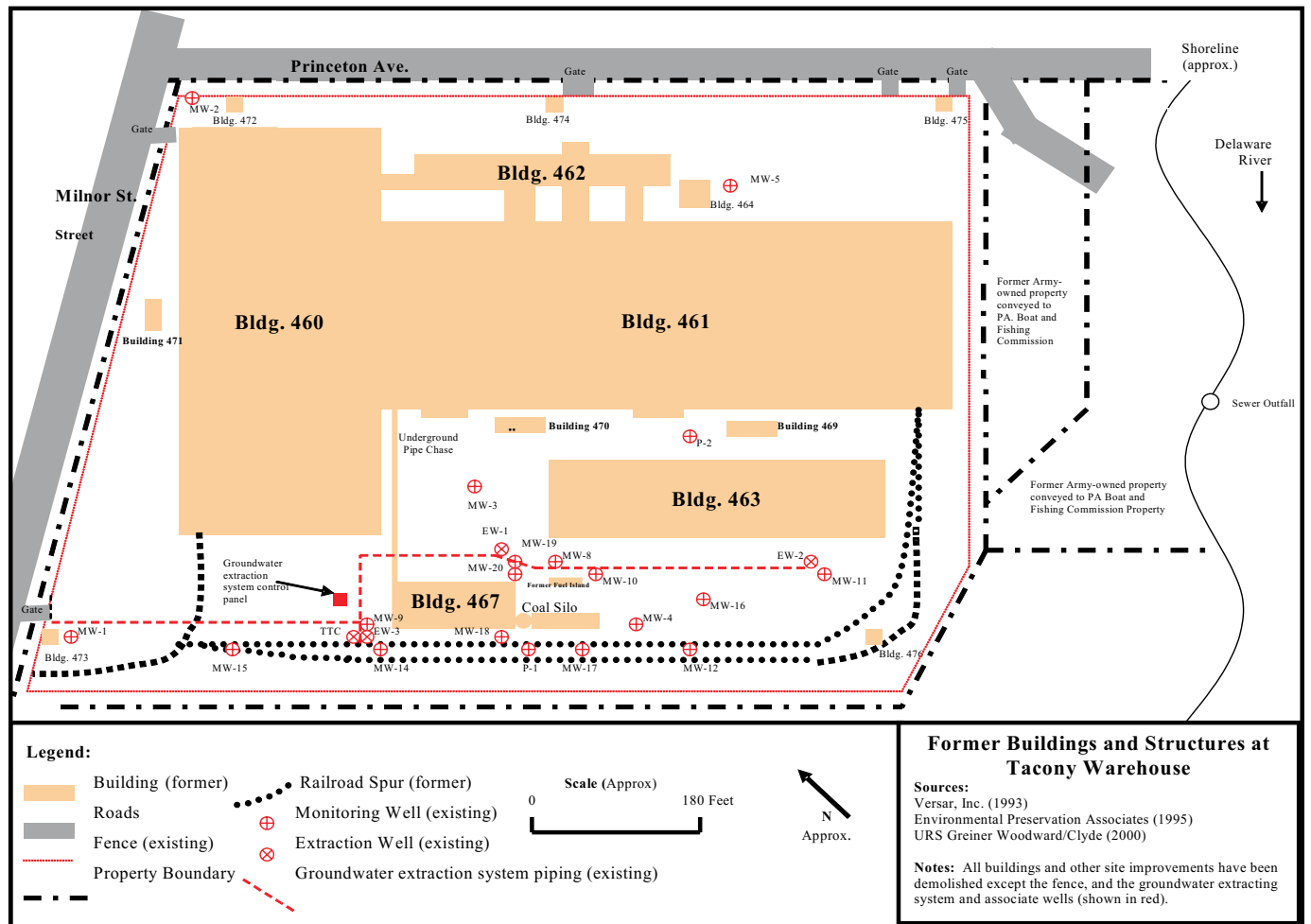
Former Tacony Warehouse property consists of approximately 13.41 acres, more or less, of vacant land and a 0.08 acre utility easement. The property was originally used as an armor plate fabrication plant. All buildings originally on the property have been removed and the property is being sold as vacant land.

Property Directions:

Coming from the Philadelphia International Airport take I-95 North to the Cottman Avenue exit. At the first light go left onto State Street. Stay on State Street until it ends and then go left onto Longshore Avenue. Go one block and turn left onto New State Street which turns into Milnor Street. Go straight about 1/10 mile. Princeton Avenue is the first right after crossing over the railroad tracks.

For more information, contact Angie Risch at 404-331-1141 or by email at angela.risch@gsa.gov

Former Tacony Warehouse Site Map and Plat Map



Drawings not to scale and are provided for graphical representation purposes.

Legal Description Site - 13.41 acres

TRACT NUMBER 6 AND A PORTION OF TRACT NUMBER 1 (land disposal)

A certain parcel of land situate in the Commonwealth of Pennsylvania, County of Philadelphia, in the Forty-first Ward of the City of Philadelphia, being tract number 6 and a portion of tract number 1 of the U.S. Army and Air Force Exchange Warehouse, Tacony Military Reservation, owned by the United States of America, hereinafter referred to by the tract number, and more particularly bounded and described as follows:

Beginning at a point in the intersection of the southwesterly right-of-way line of Princeton Avenue and the southeasterly right-of-way line of Wissinoming Street being a portion of the project boundary line said point being northerly corner of tract number 1; thence leaving said Wissinoming Street binding to said boundary line along said Princeton Avenue and a line of tract number 1,

South 28° 41' East 972.85 feet to a point at a existing fence; thence leaving said Princeton Avenue said boundary line and along said existing fence crossing tract number 1,
South 61° 19' West 140.00 feet,
South 28° 41' East 10.00 feet,
South 61° 19' West 130.00 feet,
North 28° 41' West 10.00 feet,
South 61° 19' West 188.61 feet to a corner on the boundary line common to tract number 1, land now or formerly owned by Warner Company and tract number 6; thence leaving said fence and tract number 1, binding to said boundary a line between land of said Warner Company and tract number 6,

North 73° 41' West 216.00 feet,
North 28° 41' West 818.00 feet to a point in the southeasterly right-of-way line of Wissinoming Street; thence leaving land of said Warner binding to said boundary along said Wissinoming Street and a line of tract number 1,

North 61° 34' East passing a line between tract number 6 and tract number 1 at 5 feet in all 613.86 feet to the place of beginning. containing 13.41 acres. more or less.

The bearings used herein are referenced to a Survey by George F. Kohler, Surveyor and Regulator of the First District, dated April 20, 1942, and amended May 14, 1942.

It is the intent of the foregoing description to include the same land as that described in the following deeds to the United States of America:

1. from the Warner Company, a corporation, to the United States of America, dated 14 September 1942, and filed for record 15 September 1942 in Deed Book 49, Page 361.

2. from the Warner Company, a corporation, to the United States of America, dated March 1, 1946, and filed for record March 2, 1946 in Deed Book 1175, Page 194.

The above deeds are found in the land records of Philadelphia County, Pennsylvania.

Legal Description Utility Easement - 0.08 acres

A certain parcel of land situate in the Commonwealth of Pennsylvania, County of Philadelphia, in the Forty-first Ward of the City of Philadelphia, being tract number 100E of the U.S. Army and Air Force Exchange Warehouse, Tacony Military Reservation, owned by the United States of America, hereinafter referred to by the tract number, and more particularly bounded and described as follows: a ten foot wide utility easement, located five feet on either side of the following described centerline:

Beginning at a point in the northwesterly line of the above-described parcel within the reservation boundary, said point being further located North 61° 19' East 7.0 feet, more or less, from an angle point in the southwesterly line of the reservation, said angle point being located North 28° 41' West 279.56 feet, more or less, from the most southern corner of the reservation, said corner being in the bulkhead line at the Delaware River; thence, leaving said northwesterly line and crossing the above-described parcel, the following courses and distances:

South 28° 41' East 74.00 feet, more or less,
South 71° 50' East 115.49 feet, more or less,
South 28° 41' East 150.00 feet, more or less, to its terminus, a point in the said bulkhead line at the Delaware River, said point being located North 79° 46' East 90.66 feet, more or less, from the said most southern corner of the reservation. The above utility easement contains 0.08 of an acre, more or less.

The bearings used herein are reference to the Philadelphia Armor Plate Plant Military Reservation Grid System and,

It is the intent of the foregoing description to include part of the same land as that described in a deed from the Warner Company, a corporation, to the United States of America, dated 14 September 1942, and filed for record 15 September 1942 in Deed Book 49, Page 361.

Instructions to Bidders

1. Registration of Bidders

Each prospective bidder is required to register with a bid deposit in order to participate in the auction. At the time of registration, each bidder will sign a brief statement that they have received the "Invitation For Bids"(IFB).

2. Bid Deposit

At registration, each prospective bidder shall be required to possess and exhibit a bid deposit in the amount of \$100,000 in the form of certified funds or a cashier's check endorsable to the General Services Administration. The bid deposit of the high bidder shall be applied toward payment of the purchase price.

3. Bid Form (Offer to Purchase)

The successful bidder at the public auction will be required to complete and execute, in duplicate, the attached Offer to Purchase, and all information and certifications called for thereon must be furnished. Bids submitted in any other manner or which fail to furnish all information or certifications required may be summarily rejected.

4. Bid Executed on Behalf of Bidder

A bid executed by an attorney or agent on behalf of the bidder shall be accompanied by an authenticated copy of his/her Power of Attorney or other evidence of his/her authority to act on behalf of the bidder.

A. Corporation. If the bidder is a corporation, the Certificate of Corporate Bidder must be executed and presented at registration. The certificate must be executed under the corporate seal by some duly authorized officer of the corporation other than the officer signing the bid. In lieu of the Certificate of Corporate Bidder, there may be attached to the bid, copies of so much of the records of the corporation as will show the official character and authority of the officer signing, duly certified by the secretary or assistant secretary, under the corporate seal, to be true copies.

B. Partnership. If the bidder is a partnership, and all partners sign the bid form, with a notation that they are all the partners, the Government will not ordinarily require any proof of the existence of the partnership. If all the partners do not sign the bid form, then their names (except limited partners) must be listed on the bid form. The Government, in its discretion, may require evidence of the authority of the signer(s) to execute the bid on behalf of the partnership.

Terms of Sale

1. Term - Invitation For Bids

The term "Invitation for Bids" refers to: The Instructions to Bidders; the General Terms of Sale; any Special Terms of Sale; the provisions of the Bid Form; and all as may be modified or supplemented by any addenda issued prior to the auction.

2. Description and Condition of Property

The description of the property set forth in the Invitation for Bids and any other information provided with respect to said property are based on information available to the General Services Administration, Property Disposal Division and are believed to be correct; but any error or omission, including but not limited to the omission of any information available to the agency having custody over the property and/or any other federal agency, shall not constitute grounds for nonperformance of the contract sale, or claim by Purchaser for allowance refund, or deduction from the purchase price.

The property is offered for sale and will be sold "AS IS" and "WHERE IS" without representation, warranty, or guaranty as to quantity, quality, title, character, condition, size, or kind, or that same is in condition or fit to be used for the purpose for which intended. The failure of any bidder to inspect or to be fully informed as to the condition of all or any portion of the property offered will not constitute grounds for any claim or demand for adjustment or withdrawal of a bid. INSPECTION OF THE PROPERTY IS THE RESPONSIBILITY OF THE BIDDER.

All property will be conveyed "AS IS" and "WHERE IS", including but not limited to the following:

- a. Subject to any statement of facts that may be disclosed by a physical examination or an accurate and detailed survey of the premises or an investigation of the public records.
- b. Subject to all existing reservations, restrictions, easements, assessments, rights, and covenants, recorded or unrecorded, for public roads, highways, railroads, electrical lines, pipelines, drainage, and public utilities.

3. Waiver of Informalities or Irregularities

The Government may, at its election, waive any minor informality or irregularity in bids received.

4. Continuing Offers

The high bid received shall be deemed to be a continuing offer after the date of the auction for 15 calendar days, unless the bid is accepted or rejected by the Government before the expiration of the 15 days, or the Government obtains the bidder's consent to an extension of the bid, prior to such expiration.

5. Notice of Acceptance or Rejection

The Government reserves the right to reject any and all offers. Notice by the Government of acceptance or rejection of a bid shall be deemed to have been sufficiently given when faxed or mailed to the bidder or his or her duly authorized representative at the address indicated in the bid documents.

6. Contract

The "Invitation for Bid(s)" and Offer to Purchase", when accepted by the Government, shall constitute an agreement for sale between the Purchaser and the Government. Such agreement shall constitute the whole contract to be succeeded only by the formal instruments of transfer unless modified in writing and signed by both parties. No oral statements or representations made by, for, or on behalf of either party shall be a part of such contract; nor shall the contract, or any interest therein, be transferred or assigned by the Purchaser without consent of the Government, and any assignment transaction without such consent shall be void.

7. Tender of Payment and Delivery of Instrument of Conveyance

The Purchaser shall on a mutually agreeable date not later than 30 days after acceptance of the bid, or such longer period as may be agreed upon in writing, tender to the Government the balance of the purchase price. Upon such tender being made by the Purchaser, the Government shall deliver the instrument(s) of conveyance.

8. Default

In the event the Purchaser fails to consummate the transaction, the bid deposit will be retained as liquidated damages. If the Government is unable to convey title, it shall promptly refund Purchaser's deposit without interest, whereupon the Government will be relieved of any further liability under this contract.

Terms of Sale, continued

9. Delayed Closing

The Purchaser will pay interest on the outstanding balance of the purchase price if the closing of the sale is delayed, and the delay is caused, directly or indirectly, by the Purchaser's actions and not by fault of the Government. This rate to be computed is based on the yield of 10-year United States Treasury maturities as reported by the Federal Reserve Board in "Federal Reserve Statistical Release H.15" plus 1-1/2% rounded to the nearest one-eighth percent (1/8%); as of the date of acceptance of the bid by the Government.

10. Title and Title Evidence

Conveyance of the property to the Purchaser will be accomplished by a Quitclaim Deed and, where appropriate, a Bill of Sale, in conformity with local law and practice. Any title evidence desired by the Purchaser shall be at Purchaser's sole cost and expense.

11. Documentary Stamps, Cost of Recording and Adjustments

Any taxes, assessments, rents, or utilities shall be prorated as of the date of conveyance. The Purchaser shall pay all taxes and fees imposed on this transaction and shall obtain at his own expense and affix to all instruments of conveyance and security documents such revenue and

documentary stamps as may be required by federal and local laws. All instruments of conveyance and security documents shall be placed on record in the manner prescribed by local recording statutes at the purchaser's expense.

12. Possession

Possession of the property will be assumed by the Purchaser at the time of closing.

13. Risk of Loss

As of the date of conveyance, the Purchaser shall assume responsibility for care and handling and all risks of or damage to the property.

14. Officials Not To Benefit

No member of or delegate to the Congress or resident commissioner shall be admitted to any share or part of the contract of sale or to any benefit that may arise therefrom, but this provision shall not be construed to extend to the contract of sale if made with a corporation for its general benefit.

Special Terms and Conditions

Site History

The demolition of structures at Tacony Warehouse involved site clearing and grubbing, and utility disconnection of water, electrical, sanitary, and storm sewer systems. The deconstruction of site buildings included the removal and offsite disposal of asbestos-containing material; segregation of building materials including structural steel, wood members, and concrete roofing; and the off-site disposal of demolition debris. An onsite crusher was used to process building concrete and brick for use as backfill material. All aboveground structures were demolished and all building foundations were removed to six feet below existing ground elevation. All yard piping was abandoned in place.

The resulting condition of the site foundation will be capable of providing the stability needed for residential development. The backfill material being used to fill the remaining voids (basements) is a graded, crushed recycled concrete. The crushed concrete is produced from an onsite crushing operations producing a relatively well-graded structural fill, free of steel, debris, and other undesirable material. This backfill material is placed in successive horizontal layers (a.k.a., lifts) not more than 8-inches in depth and compacted by a 12-ton vibratory roller into a dense structure. This dense structure will provide a suitable bearing surface that a developer can construct foundations for residential structures using conventional construction methods and materials.

Our specified effort, which also includes the removal of the structures and their foundations and the removal of all site utilities, provides a level site consisting of a compacted engineered fill as its foundation. It does not, however, excuse any professional developer from doing his own foundation exploration and design. It does provide a foundation that is extensively documented and contains material that is uniform and exhibits a higher bearing capacity than that usually found within a previously occupied site.

Environmental Conditions and Restrictions

Tacony Warehouse has undergone extensive environmental investigations and in 1995 the Army entered into a Record of Decision with the Commonwealth of Pennsylvania, which established the remedial objectives and remedial actions necessary to restore the property to a level that will permit unlimited future

reuse. Contaminated groundwater was withdrawn from three extraction wells from May 1998 to May 2003. The contaminated groundwater was treated with iron filings (dechlorination process) and discharged into the City of Philadelphia sanitary sewer system at Milnor Avenue under a 1994 permit, which was renewed in 1997 and 2002. The Army has completed these and other cleanup actions and the Pennsylvania Department of Environmental Protection (PADEP) determined that groundwater has attained an acceptable cleanup standard and that the soil cleanup goals have been achieved.

There remains an approximately 2-acre area of near-surface groundwater, west of former Building 461, contaminated with low levels of volatile organics (tetrachloroethylene (PCE), trichloroethylene (TCE), dichloroethylene (DCE), and vinyl chloride (VC)). In May 2003, the Army initiated a post-remediation groundwater-sampling program involving quarterly sampling from 9 on-site monitoring wells for a two-year period. The groundwater samples collected are tested for volatile organic compounds including PCE, TCE, DCE, and VC. To date, all sample results have been below the site-specific groundwater quality standards. The groundwater treatment system is entirely below grade except for one control panel. The groundwater treatment system and monitoring wells will remain in-place until the two-year sampling program has been completed, which is scheduled for summer 2005. After Army receipt of regulatory concurrence on discontinuing the post-remediation groundwater-sampling program, the Army will abandon the system and remaining wells. The monitoring wells, as indicated on the site plan, can not be disturbed during the sampling period which is expected to extend until Summer of 2005.

Following the Special Terms and Conditions section of this brochure is a copy of a PADEP letter to the Army dated May 16, 2003, acknowledging that as a result of the Army's remedial efforts, both the groundwater and soil on the property have attained acceptable Act 2 cleanup standards set by the Commonwealth. The letter further indicates that, as a result, PADEP believes there are no prohibitions regarding any potential future use of the site. Please note additionally in the next section of this brochure, the CERCLA Warranty language to be included in the Army's Deed of Conveyance. **Prospective offerors are urged to consult directly with PADEP concerning potential redevelopment of the property.**

Special Terms and Conditions, continued

CERCLA

(A) NOTICE of Hazardous Substance Activity. Pursuant to Section 120(h)(3)(A)(i) of the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended (CERCLA)(42 U.S.C. §9620(h)(3)(A)(i)), and based upon a complete search of agency files, the United States gives notice of the environmental conditions and restrictions as described in the above Environmental Conditions and Restrictions Section: (1) the type and quantity of hazardous substances that were known to have been released or disposed of or stored for one year or more on the Property; (2) the time such storage, release or disposal took place; and (3) a description of remedial action taken, if any.

(B) CERCLA Covenant. Grantor warrants that all remedial action necessary to protect human health and the environment has been taken before the date of this conveyance. Grantor warrants that it shall take any additional response action found to be necessary after the date of this conveyance regarding hazardous substances located on the Property on the date of this conveyance.

This covenant shall not apply:

- (a) in any case in which Grantee, its successor(s) or assign(s), or any successor in interest to the Property or part thereof is a Potentially Responsible Party (PRP) with respect to the Property immediately prior to the date of this conveyance; OR
- (b) to the extent that such additional response action or part thereof found to be necessary is the result of an act or failure to act of the Grantee, its successor(s) or assign(s), or any party in possession after the date of this conveyance that either: (i) results in a release or threatened release of a hazardous substance that was not located on the Property on the date of this conveyance; OR (ii) causes or exacerbates the release or threatened release of a hazardous substance, the existence and location of which was known and identified to the Applicable regulatory authority as of the date of this conveyance. In the event Grantee, its successor(s) or assign(s), seeks to have Grantor conduct any additional response action, and, as a condition precedent to Grantor incurring any additional cleanup obligation or related expenses, the Grantee, its successor(s) or assign(s), shall provide Grantor at least 45 days written notice of such a claim. In order for the 45-day period to commence, such notice must include credible evidence that: (a) the associated

contamination existed prior to the date of this conveyance; and (b) the need to conduct any additional response action or part thereof was not the result of any act or failure to act by the Grantee, its successor(s) or assign(s), or any party in possession.

(C) ACCESS. Grantor reserves a right of access to all portions of the Property for environmental investigation, remediation or other corrective action. This reservation includes the right of access to and use of available utilities at reasonable cost to Grantor. These rights shall be exercisable in any case in which a remedial action, response action or corrective action is found to be necessary after the date of this conveyance, or in which access is necessary to carry out a remedial action, response action, or corrective action on adjoining property. Pursuant to this reservation, the United States of America, and its respective officers, agents, employees, contractors and subcontractors shall have the right (upon reasonable advance written notice to the record title owner) to enter upon the Property and conduct investigations and surveys, to include drilling, test-pitting, borings, data and records compilation and other activities related to environmental investigation, and to carry out remedial or removal actions as required or necessary, including but not limited to the installation and operation of Monitoring wells, pumping wells, and treatment facilities. Any such entry, including such activities, responses or remedial actions, shall be coordinated with record title owner and shall be performed in a manner that minimizes interruption with activities of authorized occupants.

The above CERCLA provision or one with similar language will be included in the Deed of Conveyance.

Transferee Indemnification

The Federal Government shall hold harmless, defend and indemnify the recipient of the subject property and any future successors, assignees, transferees, lenders, or lessees from suit, demand, cost or liability arising out of any claim for personal injury or subject property damage that may result from, or be predicated upon, the release or threatened release of any hazardous substance, petroleum product and derivative, pollutant or contaminant resulting from Department of Defense activities on the Subject Property subject to the conditions specified in, and to the extent authorized by Section 330 of Public Law 102-484.



Pennsylvania Department of Environmental Protection

Lee Park, Suite 6010
555 North Lane
Conshohocken, PA 19428
May 16, 2003

Southeast Regional Office

Phone: 610-832-5950
Fax: 610-832-6143

Mr. Paul V. Fluck
BRAC Environmental Coordinator
U.S. Army Garrison Fort Dix
5317 Snyder Lane
Fort Dix, NJ 08640-5501

Dear Mr. Fluck:

This letter is to express the position of the Pennsylvania Department of Environmental Protection (Department) regarding the remedial actions completed at the Tacony Warehouse Site in the City of Philadelphia.

Remedial objectives and planned remedial actions were presented in the July 21, 1995 Record of Decision (ROD). The Department concurred with the ROD and with the proposed methods to remediated soil and groundwater contamination at this site.

Groundwater remediation was accomplished by operating an extraction system for several years. In correspondence dated April 15, 2003, the Department agreed that the groundwater remedial program could be terminated and that the extraction system could be shut down. The Department has determined that groundwater has attained an acceptable Commonwealth cleanup standard as established by the Land Recycling and Environmental Remediation Standards Act (Act 2). The requirement for post-remedial groundwater monitoring is explained in the April 15 letter.

The Department has also determined that remedial actions taken to address contaminants in soil have been successfully completed. The soil cleanup goals stated in the ROD have been achieved and the soil has attained the Act 2 cleanup standard applicable to this site.

As a result of the success of the remedial action program, the Department believes there are no prohibitions regarding any potential future use of the site. As with any property, the type of use and type of construction employed must recognize and accommodate site features and conditions. The Department is always willing to meet with any agency or developer to discuss a specific redevelopment proposal.



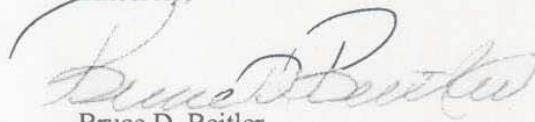
Mr. Paul V. Fluck

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May 16, 2003

If you have any questions regarding this matter, please contact me at 610-822-5965

Sincerely,

A handwritten signature in dark ink, appearing to read "Bruce D. Beitler". The signature is fluid and cursive, with a large initial "B".

Bruce D. Beitler
Regional Manager
Environmental Cleanup

cc: Mr. Pike
Mr. Day-Lewis
Mr. Ghobrial
Mr. Falkler
Re 30 (GJC03)135-2

Offer To Purchase Government Real Property

PUBLIC AUCTION

Offer To Purchase Government Real Property To Be Completed By The Highest Bidder Only

This offer is subject to the procedures, terms and conditions of the "Invitation For Bids" which is incorporated herein by reference. The undersigned bidder hereby offers and agrees, if this bid is accepted within fifteen calendar days after the date of the auction, to purchase the property described as:

**Former Tacony Warehouse (Vacant Land)
Milnor Street and Princeton Avenue
Philadelphia, Pennsylvania
4-D-PA-0798**

Amount of Bid: _____ Bid Deposit: **\$100,000** _____ Wednesday of sale.

The instrument(s) of conveyance should name the following Grantee(s):

Bidder is: (check one) ☐ Individual ☐ Partnership ☐ A Corporation

Name: _____

Street: _____

City: _____ Zip: _____

Telephone: () _____

Signature: _____ Date: _____

Signer's Name & Title (type or print) _____

Certificate Of Corporate Bidder

I, _____ certify that I am

_____ of the Corporation named as bidder herein,
(Secretary or other Official Title)

that _____ who signed this Offer To Purchase on behalf of the
(Name)

bidder was then _____ of said Corporation; that said
(Official Title)

Offer To Purchase was duly signed for and on behalf of said Corporation by authority of its governing body and is within the scope of its corporate powers.

(Signature of Certifying Officer/Secretary)

(Signature of President/Vice-President)

CORPORATE SEAL

U.S. General Services Administration
PBS, Property Disposal Division (4PR)
401 West Peachtree Street, Suite 2528
Atlanta, Georgia 30308-2550
Official Business
Penalty for Private Use, \$300

Public Auction
Thursday July 29, 2004
10:00 AM

Vacant Land
Site of Former U. S. Army Tacony Warehouse
Milnor Street and Princeton Avenue
Philadelphia, Pennsylvania
4-D-PA-0798

Selling on behalf of the
United States Army

*For additional information, please call Angie Risch at (404) 331-1141
or email angela.risch@gsa.gov*

*For information and pictures, please check the Property Disposal
website on the Internet at <http://propertydisposal.gsa.gov/property>*